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NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FOUR

CONNIE HERNANDEZ, Plaintiff and Respondent, v. PHOENIX THOTTAM, Defendant and Appellant.	B306547 (Los Angeles County Super. Ct. No. MC028169)

APPEAL from a judgment of the Superior Court of Los Angeles County, Wendy Chang, Judge. Affirmed.

Law Offices of Robin E. Paley, Robin E. Paley and Shivali Kasbekar for Plaintiff and Respondent.

Phoenix Thottam, in pro. per., for Defendant and Appellant.

INTRODUCTION

Respondent Connie Hernandez leased a commercial unit from appellant, non-practicing attorney Phoenix (AKA Peter) Thottam. At the time of the lease, the unit was without power due to a recent fire, but according to respondent, appellant had promised, both orally and in writing, to restore power to the unit. The lease itself, which was drafted by appellant, stated that the unit was being provided on an as-is basis, but also stated that appellant was working to restore power and further required respondent to cooperate with appellant as he was doing so. The lease additionally included conflicting provisions regarding the parties' entitlement to attorney fees in case of a dispute, some precluding attorney fees and another entitling appellant to fees.

Several months into the lease, after power to the property had not been restored, respondent filed this action for fraud and breach of contract. She later vacated the unit. In defending against respondent's action, appellant contended, inter alia, that he had never promised to restore power to the property, and that the lease was for the property on an as-is basis.

Following a one-day bench trial, the court concluded the lease was ambiguous as to appellant's duty to restore power and, relying on parol evidence, found that appellant had promised to do so and had breached that promise. The court awarded respondent $13,200 in damages. Additionally, construing the lease against appellant as the

drafting party, the court concluded that the lease would have entitled him to attorney fees, and thus that Civil Code section 1717 granted respondent a reciprocal right to fees. It ultimately awarded respondent about $40,000 in attorney fees.

Appellant moved for reconsideration of the court's ruling on appellant's claim for breach of contract, attaching new declarations. The trial court denied the motion, finding that appellant had failed to show he could not have obtained the new evidence earlier. Appealing in propria persona, appellant now claims the trial court erred in: (1) finding for respondent on her claim for breach of contract; (2) limiting the time for trial; (3) failing to provide a tentative ruling and a statement of decision; (4) denying his motion for reconsideration; (5) awarding unsupported damages; and (6) awarding attorney fees, or alternatively, awarding excessive and unsupported fees. As discussed below, we find no error and therefore affirm.

BACKGROUND

A. The Lease

Respondent contacted appellant after seeing online ads listing his commercial property for lease. The ads stated that the property was without electricity due to a recent fire, but that appellant was "in the process of restoring power," that he had already engaged a contractor to do so, and that

power should be restored shortly.[1] In February 2018, the parties signed an agreement for respondent to lease the property (Unit No. 13120A) for one year. The lease was drafted by appellant. Although respondent and her then-husband, Manuel Melendrez, both met and communicated with appellant regarding the lease, respondent signed the lease as the sole tenant. The lease provided that respondent was to operate a restaurant at the premises, and that any other purpose would require appellant's written consent.

Under the lease, rent for February 2018 was waived, and rent for April through July was discounted, with incremental increases until it reached the standard monthly rent of $1,600 per month. At the time of signing, respondent paid appellant $6,400, representing the first and last month's rent (at the standard rate) and a $3,200 security deposit. The lease stated several times that respondent was taking the unit on an "as is" basis, and that respondent would be responsible for all necessary repairs. At the same time, however, the lease stated that appellant was "currently working to repair the power and electrical and other damages in an adjacent [*sic*] 13120A . . . unit."[2] It further provided that respondent was to "cooperate with [appellant] as [he] work[ed] to restore power to the 13120A restaurant

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[1] One ad stated that power should be restored by April 2018, while another stated it should be restored by March.

[2] As noted, Unit 13120A was the leased unit.

unit," and that respondent was to "work[] with the County agencies and with [appellant] while the unit and the main building [was being] restored to active power . . . ."

In addressing the parties' entitlement to attorney fees in case of a dispute, the lease contained conflicting provisions. Some provisions stated that each side was responsible for its own attorney fees. Another provision, however, required respondent to pay appellant "costs, damages, and expenses (including any and all reasonable attorney fees and expenses incurred by the [appellant]) suffered by [appellant] by reason of [respondent's] defaults."

In July 2018, after power had not been restored to the unit, respondent filed this action against him. In November, still without power in the unit, respondent failed to pay the rent. After appellant served her with a notice to pay or quit, respondent vacated the premises. Appellant then refunded respondent $1,600 of her $3,200 security deposit.

B. Respondent's Complaint and Motion for Summary Adjudication

In her July 2018 complaint, respondent asserted causes of action for fraud and breach of contract. Respondent alleged that appellant had promised, both orally and in writing, to restore power to the leased unit, a promised he had both breached and never intended to perform. She sought about $32,800 in compensatory damages and attorney fees, among other relief.

Following discovery, respondent moved for summary judgment or summary adjudication.[3] The trial court denied respondent's motion, and the matter proceeded to a one-day bench trial in February 2020.

C. The Trial

The trial was not reported, and appellant has submitted no agreed or settled statement in lieu of a reporter's transcript. We therefore rely on the trial court's recounting of the testimony in its written ruling following the trial. Respondent testified on her own behalf. She claimed that in signing the lease, she relied on the online ads' representation that power would be restored shortly, as well as on appellant's oral repetition of that assurance. According to respondent, appellant offered her reduced rent for the first few months of the lease (until August 2018), as they waited for power to be restored. She testified that at first, respondent was polite and responsive to her inquiries about the status of electrical repairs, but that he later became nonresponsive and would avoid her questions. As for her damages, respondent testified "they" (presumably respondent and her husband) had spent $30,000 to start up the business, after receiving a $10,000 loan from a friend,

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[3] While respondent's motion was styled as a motion for summary adjudication, it elsewhere referred to itself as a motion for summary judgment, and it sought final adjudication of both her claims.

Fernando Hernandez.[4] Respondent submitted a handwritten note attesting to the loan, signed by her, Melendrez, and Fernando.

Appellant testified on his own behalf, denying that he had ever promised to restore power to the unit and claiming that it had been leased on as-is basis. According to appellant, respondent had intended to use the unit only for storage. He claimed he had nevertheless made good faith efforts to restore power to the unit, and provided documentation of his efforts. Appellant also called Melendrez, who was then in the midst of acrimonious divorce proceedings with respondent. The trial court did not detail Melendrez's testimony, as it found that it lacked credibility and therefore declined to consider it.

D. The Trial Court's Ruling

Following trial, the court issued a written ruling dismissing respondent's fraud claim but finding for her on the breach of contract claim. The court found that appellant had intended to restore power to the property and had made a good faith effort to do so, but lacked funds to complete the task. However, the court found that the lease required appellant to restore power to the property, and that he had breached that duty.

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[4] Because respondent and Fernando share a last name, we refer to the latter by his first name.

Examining the terms of the lease, the court found them to be at least ambiguous as to appellant's duty to restore power. Based on the terms of the lease, respondent's testimony, the online ads for the property, and appellant's evidence regarding his efforts to restore power, the court found that the lease required appellant to restore power to the property so respondent could operate it as a restaurant by August 2018, when she was to begin paying the full standard monthly rent. It found appellant's testimony that the lease was intended for storage to "lack credibility and [be] in contravention of the terms of the Lease itself," which appellant had drafted, and which plainly stated that respondent was to operate a restaurant at the premises. Similarly, the trial court found that appellant's "denials of his assurances of restoring power by August 2018 . . . lack[ed] credibility" and were inconsistent with "[a]ll the evidence proffered . . . ."

The trial court awarded respondent $13,200 in damages, which included $10,000 for the loan from Fernando, the first month's rent (on the ground that it had been waived under the lease), and the unrefunded portion of respondent's security deposit. It declined to award respondent other requested damages.[5]

Additionally, the court concluded that respondent was entitled to attorney fees. Noting the lease's conflicting

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[5] The trial court stated that appellant had failed to provide documentation of any start-up expenses beyond the $10,000 loan, which was supported by the handwritten note.

provisions on the subject, the court construed them against appellant, as the party who drafted the lease. Under the court's construction, the lease permitted fees for appellant, but not for respondent. However, the court concluded that Civil Code section 1717 granted respondent a reciprocal right to attorney fees.[6] The court did not issue a tentative ruling or a statement of decision, and nothing in the record suggests appellant requested a statement of decision.

E. Appellant's Motion for Reconsideration

Shortly after the trial court's ruling, appellant moved for reconsideration, challenging the court's decision on respondent's claim for breach of contract. In support of his motion, appellant filed new declarations by Fernando, Melendrez, and several other individuals. In his declarations, Fernando stated that Melendrez had been the only true tenant at the leased property, that Melendrez had intended to use the property primarily for storage, that the $10,000 loan had been made to Melendrez alone, and that Melendrez had already paid off most of the loan. Melendrez

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[6] As relevant here, Civil Code section 1717, subdivision (a), provides: "In any action on a contract, where the contract specifically provides that attorney's fees and costs, which are incurred to enforce that contract, shall be awarded either to one of the parties or to the prevailing party, then the party who is determined to be the party prevailing on the contract, whether he or she is the party specified in the contract or not, shall be entitled to reasonable attorney's fees in addition to other costs."

and other individuals who purported to have direct knowledge of the lease negotiations and signing testified to the same effect.

At a hearing on the motion, appellant argued he could not have presented the new evidence at an earlier time because, although he had intended to call additional witnesses at trial, the court told him it had "enough information." The trial court responded that it had asked appellant if he was resting his case, and appellant replied that he was. Appellant also claimed that he could not have obtained the evidence before trial because discovery had been closed.

Following the hearing, the trial court denied appellant's motion, concluding that he had failed to show he could not have obtained the new evidence at an earlier time. The court noted that the close of discovery "did not affect [appellant's] ability to obtain whatever information he wanted through his own investigatory efforts, which he had no problem doing once he decided to pursue it (as evidenced by the affidavits in support of this motion.)" It further stated that nothing had prevented appellant from calling additional witnesses at trial. The trial court additionally noted that the new evidence was "unconvincing" and would not have changed the result.

F. Respondent's Motion for Attorney Fees

Following the trial court's denial of appellant's motion for reconsideration, respondent moved for attorney fees,

requesting about $55,000 in fees. In support, respondent provided the declaration of Robin E. Paley, the principal, owner, and manager of the Law Offices of Robin E. Paley, attesting to the hours spent by attorneys in his office on this case. Appellant opposed respondent's motion, arguing that respondent was not entitled to fees, and alternatively, that the amount requested was excessive, based on duplicative work, and unsupported. The trial court concluded that respondent was a prevailing party entitled to fees. It also found that the hours requested were sufficiently supported and generally non-duplicative. However, it exercised its discretion to reduce the hours claimed from about 240 to 173, resulting in an award of about $39,800.[7] Appellant timely appealed.

DISCUSSION

On appeal, appellant argues the trial court erred in finding for respondent on her claim for breach of contract, limiting the time for trial, failing to provide a tentative ruling and statement of decision, denying his motion for reconsideration, and awarding unsupported damages. He further claims the court erred in awarding respondent

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[7] In his opposition to respondent's motion, appellant sought to challenge the trial court's award of about $1,400 in costs for obtaining a deposition transcript, but the court rejected his challenge as untimely.

attorney fees, or alternatively, awarding excessive and unsupported fees. We discern no error by the court.

A. Appellant's Obligation to Restore Power to the Leased Unit

Appellant challenges the trial court's conclusion that the parties' lease required him to restore power to the property. He contends that in so doing, the trial court erroneously relied on extrinsic evidence to vary the terms of the parties' lease, in contravention of the parol evidence rule. He additionally contests the evidentiary basis for the court's finding. As explained below, we conclude the court correctly determined that the lease was ambiguous as to appellant's obligation to restore power, and therefore properly considered extrinsic evidence to resolve that ambiguity. We further conclude the court's finding was supported by the evidence.

1. *The Trial Court Properly Considered Extrinsic Evidence in Determining Whether the Lease Required Appellant to Restore Power*

a. Applicable Law

"Contracts are interpreted so as to give effect to the mutual intention of the parties at the time of contracting, to the extent ascertainable and lawful. [Citations.] The mutual intent of the parties is ascertained from the contract language, which controls if clear and explicit." (*Fireman's*

Fund Ins. Co. v. Workers' Comp. Appeals Bd. (2010) 189 Cal.App.4th 101, 110-111.) "The whole of a contract is to be taken together, so as to give effect to every part, if reasonably practicable, each clause helping to interpret the other." (Civ. Code, § 1641.)

Under the parol evidence rule, when parties enter an integrated written agreement, "extrinsic evidence may not be relied upon to alter or add to the terms of the writing." (*Riverisland Cold Storage, Inc. v. Fresno-Madera Production Credit Assn.* (2013) 55 Cal.4th 1169, 1174.) "Although the parol evidence rule results in the exclusion of evidence, it is not a rule of evidence but one of substantive law. [Citation.] It is founded on the principle that when the parties put all the terms of their agreement in writing, the writing itself becomes the agreement. The written terms supersede statements made during the negotiations. Extrinsic evidence of the agreement's terms is thus *irrelevant,* and cannot be relied upon." (*Ibid.*)

However, extrinsic evidence is relevant and admissible "to prove a meaning to which the language of the instrument is reasonably susceptible." (*Dore v. Arnold Worldwide, Inc.* (2006) 39 Cal.4th 384, 391 (*Dore*).) Thus, when the terms of a contract are ambiguous, the court may rely on extrinsic evidence to resolve it. (*Benach v. County of Los Angeles* (2007) 149 Cal.App.4th 836, 847 (*Benach*).) If an ambiguity remains, the contract is construed against the party who caused the uncertainty to exist. (Civ. Code, § 1654; *J & A*

Mash & Barrel, LLC v. Superior Court of Fresno County (2022) 74 Cal.App.5th 1, 36.)

Generally, "contract interpretation is an issue of law, which we review de novo . . . ." (*DFS Group L.P. v. County of San Mateo* (2019) 31 Cal.App.5th 1059, 1079.) Similarly, whether contract language is ambiguous is a question of law, subject to independent review on appeal. (*Zipusch v. LA Workout, Inc.* (2007) 155 Cal.App.4th 1281, 1288.)

b. Analysis

The trial court correctly concluded that the lease was ambiguous as to appellant's obligation to restore power to the unit. On one hand, the lease repeated several times that the unit was provided on an "as is" basis and that respondent would be responsible for all necessary repairs. On the other hand, the lease repeatedly referenced *appellant's* work to restore power to the unit: it stated that appellant was "currently working to repair the power and electrical" at Unit 13120A (the leased unit, though this provision referred to it as "an adjacent" unit); it required respondent to "cooperate with [appellant] as [he] work[ed] to restore power" to that unit; and it stated that respondent was to "work[] with the County agencies and with [appellant] while the unit and the main building [was being] restored to active power . . . ." These provisions, which tied appellant to the task of restoring power to the unit, appear to depart from the "as is" provisions, which generally laid responsibility for all repairs on respondent.

The combination of all these provisions created an ambiguity as to appellant's obligation to restore power to the property. Read as a whole, the language of the lease is at least reasonably susceptible to the interpretation that it was appellant's responsibility to repair the existing fire-related damage to the electrical system and restore power to the unit, with respondent being responsible for all other repairs at the unit. (Civ. Code, § 1641.)

Appellant suggests that this interpretation is not plausible because the lease provided no deadline for appellant to restore power. But the lack of an express deadline is not dispositive, as courts are to supply reasonable terms to give effect to the parties' intended agreement. (See Civ. Code § 1655 ["Stipulations which are necessary to make a contract reasonable, or conformable to usage, are implied, in respect to matters concerning which the contract manifests no contrary intention"]; *Binder v. Aetna Life Ins. Co.* (1999) 75 Cal.App.4th 832, 852 [where parties made no particularized agreement regarding meaning of essential term, "the court must supply a meaning which is reasonable under the circumstances"], citing *Cotran v. Rollins Hudig Hall Internat., Inc.* (1998) 17 Cal.4th 93.) Given the lease's ambiguity regarding appellant's obligation in this regard, the trial court did not err in considering relevant extrinsic evidence. (See *Dore*, *supra*, 39 Cal.4th at 391; *Benach*, *supra*, 149 Cal.App.4th at 847.)

2. *The Evidence Supported the Trial Court's Finding that Appellant Promised to Restore Power to the Unit*

"When the competent extrinsic evidence is in conflict, and thus requires resolution of credibility issues, any reasonable construction will be upheld if it is supported by substantial evidence." (*Founding Members of the Newport Beach Country Club, Inc. v. Newport Beach Country Club, Inc.* (2003) 109 Cal.App.4th 944, 956.) "Substantial evidence means 'evidence . . . "of ponderable legal significance, [which is] reasonable in nature, credible, and of solid value."' A single witness'[s] testimony may be sufficient to satisfy the substantial evidence test. [Citation.] If more than one rational inference can be deduced from the facts, we may not replace the trial court's conclusions with our own." (*Sieg v. Fogt* (2020) 55 Cal.App.5th 77, 88-89 (*Sieg*).) "We may not reweigh the evidence and are bound by the trial court's credibility determinations." (*Estate of Young* (2008) 160 Cal.App.4th 62, 76.)

We find no error in the trial court's finding -- following a trial at which each party testified and presented evidence -- that the parties' agreement required appellant to restore power to the leased unit. As noted, the trial was not reported, and appellant has provided us no agreed or settled statement in lieu of a reporter's transcript, as California Rules of Court, rule 8.120(b) requires. Absent any error on the face of the record -- and we find none -- this failure alone requires us to conclude that the evidence sufficiently

supported the trial court's finding. (See *In re Estate of Fain* (1999) 75 Cal.App.4th 973, 992 ["Where no reporter's transcript has been provided and no error is apparent on the face of the existing appellate record, the judgment must be *conclusively presumed correct* as to *all evidentiary matters*"].)

Moreover, appellant's omission aside, the existing record supports the trial court's finding. The online ads for the unit represented that appellant was "in the process of restoring power," that he had already engaged a contractor to do so, and that power should be restored shortly. Respondent testified that she relied on these ads, and that appellant repeated their assurances to her orally. This evidence sufficed to support the court's finding that appellant had promised to restore power to the unit. (See *Sieg*, *supra*, 55 Cal.App.5th at 88-89.) While appellant offered contrary evidence, the trial court found his evidence not credible, and rejected his assertion that respondent intended to use the leased unit for storage, rather than for a restaurant, as clearly specified in the lease itself. Aside from claiming that respondent's testimony was false, appellant offers no argument that her evidence was insufficient to support the court's finding. As noted, we are bound by the trial court's credibility determinations. (See *Estate of Young*, *supra*, 160 Cal.App.4th at 76.)

B. The Length of Trial

Appellant argues that the trial was "unduly 'rushed,'" and asserts that while the parties requested two to three

days of trial, the court allowed them only one day. However, he fails to develop the argument and offers no citation to either the record or authority. Appellant has therefore forfeited any contention in this regard. (See *Singh v. Lipworth* (2014) 227 Cal.App.4th 813, 817 (*Singh*) [absent meaningful analysis supported by citation to authority and the record, claim of error is forfeited].) Moreover, the record contradicts appellant's suggestion that the trial court prevented him from presenting additional evidence. According to the colloquy between appellant and the trial court at the hearing on appellant's motion for reconsideration, the court did not take the case under submission until appellant confirmed that he had rested his case. Accordingly, appellant's challenge fails.

C. The Lack of a Tentative Ruling and a Statement of Decision

Appellant complains that the trial court failed to announce its tentative decision and to issue a statement of decision. He has forfeited any argument in this regard, however, by failing to present a reasoned argument with citation to authority and the record. (*Singh*, *supra*, 227 Cal.App.4th at 817.) Regardless, appellant's grievance is unwarranted. A statement of decision is not required unless timely requested by one of the parties. (Code Civ. Proc., § 632.) A request for a statement of decision is generally due "within 10 days after the court announces a tentative decision . . . ." (*Ibid.*) However, where, as here, the trial is

completed within one full day, a party seeking a statement of decision must request it before the matter is submitted for decision. (*Ibid.*) There is no indication in the record that appellant timely requested a statement of decision, and appellant does not contend that he did so. Accordingly, no statement of decision was required.

A tentative decision was similarly unnecessary. The purpose of the tentative decision is to start the time running on a request for a statement of decision. (*Ehrler v. Ehrler* (1981) 126 Cal.App.3d 147, 152; accord, Moore et al., Cal. Civil Practice Procedure (2021) § 28:19.) A tentative decision is thus not required where trial is completed within one day. (Moore et al., *supra*, at § 28:19.)

D. Appellant's Motion for Reconsideration

Appellant contests the trial court's denial of his motion for reconsideration. Under Code of Civil Procedure section 1008, subdivision (a), a party may move for reconsideration of a court's order "based upon new or different facts, circumstances, or law." (*Ibid.*) When the motion is based on new evidence, "[the] party seeking reconsideration also must provide a satisfactory explanation for the failure to produce the evidence at an earlier time." (*New York Times Co. v. Superior Court* (2005) 135 Cal.App.4th 206, 212 (*New York Times*).) "A motion for reconsideration will be denied absent a strong showing of diligence." (*Forrest v. Department of Corporations* (2007) 150 Cal.App.4th 183, 203), disapproved of on another ground by

Shalant v. Girardi (2011) 51 Cal.4th 1164.) We review a trial court's ruling on a motion for reconsideration for abuse of discretion. (*New York Times*, *supra*, at 212.)

As noted, the trial court concluded that appellant had failed to explain why he could not have obtained earlier the new evidence attached to his motion. Appellant does not meaningfully address this basis for the trial court's ruling. He states in a cursory manner that he did not have the contact information for the relevant witnesses until shortly before the trial. He describes no effort to discover or locate these witnesses earlier, and he offers no analysis or citation to authority in support of his argument. Accordingly, he has forfeited any contention in this regard.[8] (*Singh*, *supra*, 227 Cal.App.4th at 817.)

E. The Damages Award

Appellant attempts to challenge the trial court's award of $1,600 for the unrefunded portion of respondent's security deposit. He contends, conclusorily, that the court erroneously awarded "a duplicative $1,600 security deposit

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[8] Relying on the declaration he submitted with his motion for reconsideration, appellant challenges the trial court's award of $10,000 based on the loan respondent received from Fernando, as he claims the new evidence showed that respondent was not the true recipient of the loan, and that the loan had been partially paid off. Because we find no error in the trial court's denial of appellant's motion for reconsideration, we need not consider his contentions based on evidence not presented at trial.

refund (one of two $1,600 items) that Appellant had already earlier paid." Because he fails to develop his argument, he has forfeited it. (*Singh*, *supra*, 227 Cal.App.4th at 817.) At any rate, we observe that as far as the record shows, appellant had refunded before trial only $1,600 of respondent $3,200 security deposit (aside from the first and last month's rent); thus, respondent was entitled to the unrefunded portion of the deposit.[9]

F. The Award of Attorney Fees

Appellant challenges the court's award of attorney fees to respondent, contending that the lease precluded attorney fees, that respondent could not be deemed a prevailing party, and alternatively, that the amount awarded was excessive for various reasons. As explained below, we conclude the award was well within the court's discretion.

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[9] In the conclusion section of his opening brief, appellant asserts that respondent had breached her duty to mitigate damages. In so doing, appellant relies on evidence that he claims the court erroneously excluded. He offers no analysis or citation to authority in support of his contention. Accordingly, it is forfeited. (See *Singh*, *supra*, 227 Cal.App.4th at 817.) Similarly undeveloped is appellant's contention that the court erred in awarding respondent about $1,400 in costs for a deposition transcript. This claim, too, is forfeited. (See *ibid.*)

1. *The Lease Did Not Preclude an Award of Attorney Fees*

"Under the American rule, each party to a lawsuit ordinarily pays its own attorney fees." (*Mountain Air Enterprises, LLC v. Sundowner Towers, LLC* (2017) 3 Cal.5th 744, 751.) Code of Civil Procedure section 1021, however, permits parties to "'"contract out" of the American rule' by executing an agreement that allocates attorney fees." (*Ibid.*) And where a contract permits only one side to recover attorney's fees, Civil Code section 1717 renders this right mutual, permitting recovery of attorney fees by whichever contracting party prevails. (*Hsu v. Abbara* (1995) 9 Cal.4th 863, 870 (*Hsu*).) "'The determination of the legal basis for an award of attorney fees is a question of law which we review de novo.'" (*Hyduke's Valley Motors v. Lobel Financial Corp.* (2010) 189 Cal.App.4th 430, 434.)

Pointing to those provisions stating that each side was responsible for its own attorney fees, appellant claims the lease precluded an award of attorney fees. As the trial court noted, however, another provision of the lease required respondent to pay appellant "costs, damages, and expenses (*including any and all reasonable attorney fees* and expenses incurred by the [appellant]) suffered by [appellant] by reason of [respondent's] defaults." (Italics added.) Construing these conflicting provisions against appellant, as the party who drafted the lease, the trial court determined that the lease provided appellant a one-sided right to attorney fees, and that Civil Code section 1717 therefore made respondent

similarly eligible for a fee award. Appellant fails to address the court's reasoning, and has therefore forfeited his claim. (See *International Billing Services, Inc. v. Emigh* (2000) 84 Cal.App.4th 1175, 1184-1185 (*IBS*) [where trial court relied on rule that ambiguous term should be construed against drafter, appellant's failure to address that rule constituted forfeiture].) Moreover, regardless of appellant's forfeiture, the trial court's reasoning was correct. (See Civ. Code, §§ 1654, 1717; *IBS, supra*, at 1182, 1184 [where appellant drafted contract that was ambiguous as to appellant's unilateral right to attorney fees, trial court correctly construed contract against appellant to conclude that it provided for such fees, and that Civil Code section 1717 therefore permitted an award of fees for respondent].)

2. *The Trial Court Did Not Abuse Its Discretion in Determining That Respondent Was a Prevailing Party*

An award of attorney fees under Civil Code section 1717 is limited to a "party prevailing on the contract." (*Ibid.*) "[I]n deciding whether there is a 'party prevailing on the contract,' the trial court is to compare the relief awarded on the contract claim or claims with the parties' demands on those same claims and their litigation objectives as disclosed by the pleadings, trial briefs, opening statements, and similar sources." (*Hsu*, *supra*, 9 Cal.4th at 876.) This determination is "to be made without reference to the success or failure of noncontract claims." (*Id.* at 873-874.)

Generally, obtaining a monetary judgment is sufficient to render the plaintiff a prevailing party, even if the award was less than the amount sought. (See *Regency Midland Construction, Inc. v. Legendary Structures Inc.* (2019) 41 Cal.App.5th 994, 1000 (*Regency*) [trial court correctly determined Regency was prevailing party, despite obtaining award lower than requested: "Regency established Legendary was liable to it and not vice versa. Regency won a dollar judgment against Legendary. Regency prevailed"; that plaintiff won less than requested "can be pertinent in a damages-only trial, where the defendant stipulates to liability" (italics omitted)].) ""[T]he court is given wide discretion in determining which party has prevailed on its cause(s) of action [for purposes of an award of attorney fees on a contract]. Such a determination will not be disturbed on appeal absent a clear abuse of discretion."" (*Kachlon v. Markowitz* (2008) 168 Cal.App.4th 316, 349 (*Kachlon*).)

Appellant contends the trial court abused its discretion in deeming respondent a prevailing party because the court denied her motion for summary judgment and ultimately dismissed her claim for fraud. But as noted, prevailing party status is determined by comparing the *relief* awarded on the contract claims with the parties' demands on the same claims; a party's failure to obtain summary judgment is irrelevant, as is the party's success or failure on non-contract claims. (See *Hsu*, *supra*, 9 Cal.4th at 873-874, 876.)

Here, respondent was awarded $13,200 on her contract claim after seeking about $32,800 in compensatory damages

in her complaint for that claim. Under these circumstances, the trial court did not abuse its discretion in determining that respondent was a prevailing party. (See *Kachlon*, *supra*, 168 Cal.App.4th at 349; *Regency*, *supra*, 41 Cal.App.5th at 1000.)

3. *The Trial Court Did Not Abuse Its Discretion in Setting the Amount of the Fee Award*

"In California, the fee setting inquiry ordinarily begins with the 'lodestar,' i.e., the number of hours reasonably expended multiplied by the reasonable hourly rate." (*Building a Better Redondo, Inc. v. City of Redondo Beach* (2012) 203 Cal.App.4th 852, 870 (*BBR*).) "[T]he court has broad discretion to determine the reasonableness of the fees claimed in light of a number of factors, including the nature of the litigation, its difficulty, the skill required in its handling, the skill employed, the attention given, the success or failure, and other circumstances. [Citation.] 'The "experienced trial judge is the best judge of the value of professional services rendered in his [or her] court, and while [the judge's] judgment is of course subject to review, it will not be disturbed unless the appellate court is convinced that it is clearly wrong."'" (*Id.* at 873.)

Appellant raises multiple challenges to the amount of the court's fee award. First, he complains that many of the hours for which fees were awarded was spent on the unsuccessful motion for summary judgment. But counsel's work on a motion is not rendered non-compensable merely

because it was ultimately unsuccessful. (See *City of Los Angeles v. Metropolitan Water Dist. of Southern California* (2019) 42 Cal.App.5th 290, 307 ["There is no requirement that each motion or opposition be successful to be reasonable"].)

Second, appellant protests that respondent's counsel provided no contemporaneous invoices or other documentation beyond counsel's declaration. Yet he cites no authority suggesting that such additional documentation is required. It is not. "Trial courts have discretion to award fees based on declarations of counsel describing the work they have done and the court's own view of the number of hours reasonably spent." (Pearl, Cal. Attorney Fee Awards (Cont.Ed.Bar 3d ed. 2021) Recordkeeping Requirements Under California Fee-Shifting Law, § 9.83.)

Finally, appellant argues that respondent requested fees for duplicative hours worked by five attorneys on "essentially the same straightforward matter" and for the unnecessary inclusion of multiple attorneys at various proceedings. The trial court considered these objections, found that the hours claimed had generally been for different tasks, but exercised its discretion to reduce the hours allowed, with different reduction rates for each attorney. "It is not our role . . . to second-guess the trial court on such matters as whether the hours expended are justified by the product produced . . . . The trial court was fully cognizant of the quality of the services performed, the amount of time devoted to the case and the efforts of counsel.

[Citation.] We reiterate that "'[t]he value of legal services performed in a case is a matter in which the trial court has its own expertise.'" (*BBR, supra*, 203 Cal.App.4th at 874.) Contrary to appellant's assertion, nothing in the record suggests the court's reductions were arbitrary or done without examination of the time billed. Appellant cites no authority supporting his suggestion that the court was required to explain its reduction on an item-by-item basis, and we are aware of none.[10]

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[10] Appellant raises conclusory objections to other aspects of respondent's fee request, including an assertion that respondent actually paid her attorneys only $7,000 and had a contingency fee arrangement with them. He includes no reasoned argument in support of these objections and has therefore forfeited them. (See *Singh*, *supra*, 227 Cal.App.4th at 817.) We observe, however, that an award of fees is not limited to the sum paid by the client. (See *BBR*, *supra*, 203 Cal.App.4th at 873 [reasonable market value serves as basis for lodestar calculation "even if the attorney has performed services pro bono or . . . for a reduced fee"].) And a contingency fee arrangement would weigh in favor of an enhanced award, rather than a reduced one. (See *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132 ["'"[a] contingent fee contract, since it involves a gamble on the result, may properly provide for a larger compensation than would otherwise be reasonable"'"].)

DISPOSITION

The judgment is affirmed. Respondent is entitled to her costs on appeal.

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

MANELLA, P. J.

We concur:

WILLHITE, J.

COLLINS, J.